Early Journal Content on JSTOR, Free to Anyone in the World

This article is one of nearly 500,000 scholarly works digitized and made freely available to everyone in the world by JSTOR.

Known as the Early Journal Content, this set of works include research articles, news, letters, and other writings published in more than 200 of the oldest leading academic journals. The works date from the mid-seventeenth to the early twentieth centuries.

We encourage people to read and share the Early Journal Content openly and to tell others that this resource exists. People may post this content online or redistribute in any way for non-commercial purposes.

Read more about Early Journal Content at http://about.jstor.org/participate-jstor/individuals/early-journal-content.

JSTOR is a digital library of academic journals, books, and primary source objects. JSTOR helps people discover, use, and build upon a wide range of content through a powerful research and teaching platform, and preserves this content for future generations. JSTOR is part of ITHAKA, a not-for-profit organization that also includes Ithaka S+R and Portico. For more information about JSTOR, please contact support@jstor.org.

CARRIERS—CARRIAGE OF GOODS—CARRIER AS WAREHOUSEMAN.—NORFOLK & W. RY. CO. v. STUARTS DRAFT MILLING CO., 63 S. E. 415 (VA.).—*Held,* that a railroad's liability as a common carrier ceases, and its liability as a warehouseman begins when goods are not taken by the consignee within a reasonable time after their arrival.

There are three lines of cases on this point. The Massachusetts rule, followed by several states, holds that the liability as common carrier ceases as soon as the goods are unloaded from the cars, even though there be no notice of their arrival to the consignee. *Norway Plains Co. v. Boston & M. R. Co.,* 1 Gray (Mass.) 263; *Illinois Cent. R. Co. v. Frankenberg,* 54 Ill. 88; *Chicago I. & I. Ry. Co. v. Reyman,* 166 Ind. 278. The English courts and the courts of a majority of the states hold that such liability continues until the consignee has had a reasonable time in which to remove the goods. *Moses v. Boston & M. R. Co.,* 32 N. H. 523; *Graves v. Hartford & N. Y. Steamboat Co.,* 38 Conn. 143; *Chapman v. Great Western R. Co.,* 5 Q. B. Div. 278. A number of states, also, follow the Michigan rule, which holds that the common carrier liability continues for a reasonable time after notice of the arrival has been given. *Mich. Cent. R. Co. v. Ward,* 2 Mich. 538; *Zinn v. N. J. Steamboat Co.,* 49 N. Y. 442. A reasonable time is defined, not as varying with the distance or convenience of the consignee, but as such a time as would enable a person, living in the vicinity of the place of delivery, in the usual course of business, to inspect and take away the goods. *Leavenworth, L. & G. R. Co. v. Maris,* 16 Kan. 333.

CARRIERS—INJURIES TO PASSENGERS—SETTING DOWN PASSENGERS.—WARD v. CHICAGO CITY RY. CO., 86 N. E. 1111 (Ill.).—*Held,* that where street car company was negligent in operating its cars while setting down a passenger, it was liable for injuries to such passenger, though the presence of snow and ice in the street for which the city was responsible was a concurring cause of the accident.

While a street car company is not responsible for the condition of the street on which it operates its cars, yet it is bound to exercise reasonable care for the discharge of passengers at a safe and proper place for that service. *Steward v. St. Paul City Ry. Co.,* 78 Minn. 85. And is obliged to hold its cars stationary until all passengers are known to be safely off. *Washington and G. R. Co. v. Harman's Adm'r,* 147 U. S. 511; *Neslie v. Second and Third St. Pass. Ry. Co.,* 133 Pa. St. 300. The transportation company will be held liable for injuries caused by sudden or premature starts whether the act of the conductor or motorman. *Munroe v. Third Ave. R. Co.,* 50 N. Y. Super. Ct. (18 Jones & S.) 114; *Chicago City Ry. Co. v. Munford,* 97 Ill. 560. But where the car has stopped a reasonable length of time and as it again starts a passenger attempts to alight without the knowledge of the conductor or where the signal was given by a passenger, this rule will not apply. *Gilbert v. West End St. Ry. Co.,* 160 Mass. 403; *Wayne v. N. Y. City Ry.,* 107 N. Y. S. 807.

CARRIERS—ISSUANCE OF BILLS OF LADING WITHOUT RECEIPT OF GOODS—LIABILITY OF THE CARRIER.—MISSOURI, K. & T. RY. CO. v. SEALY, 99 PAC.